**UNITED STATES BANKRUPTCY COURT**
**NORTHERN DISTRICT OF OHIO**

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| | ) | |
| **In re:** | ) | |
| | ) | **Case No.** |
| **[NAME],** | ) | |
| | ) | **Chapter 13** |
| Debtor(s). | ) | |
| | ) | **Judge** |
| | ) | |
| | ) | **MOTION OF <MOVANT> FOR** |
| | ) | **RELIEF FROM STAY** |

<Movant>, (the "Movant") moves this Court, under §§ 361, 362, 363 and other sections of the Bankruptcy Reform Act of 1978, as amended (the "Bankruptcy Code") and under Rules 4001, 6007, and other rules of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules) for an Order conditioning, modifying or dissolving the automatic stay imposed by § 362 of the Bankruptcy Code.  In support of this Motion, the Movant states:

**MEMORANDUM IN SUPPORT**

1.     The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334.  This is a core proceeding under 28 U.S.C. § 157(b)(2).  The venue of this case and this Motion is proper under  28 U.S.C. §§ 1408 and 1409.

2.     On <date>, the Debtor(s) listed above (collectively, the "Debtor") obtained a loan from Movant in the amount of <amount>.  [if applicable] Such loan was evidenced by a <promissory note> dated <date> (the "Note"), a copy of which is attached as Exhibit A.

3.     To secure payment of the Note and performance of the other terms contained in it, the Debtor executed a <Mortgage//Security Agreement> dated <date> (the "Security Agreement"). The Security Agreement granted a lien on the real and/or personal property (the "Collateral") owned by the Debtor, located at <address> and more fully described in the Security Agreement.

4.     The lien created by the Security Agreement was duly perfected by the filing of <the

Security Agreement//UCC-1 Financing Statements> in the office of the <county> County Recorder on <date> <and in the office of the Ohio Secretary of State on <date>[if applicable]>.  A copy of the <Security Agreement is//Security Agreement and Financing Statements are> attached to this Motion as Exhibit B.[1]  The lien is the <1st, 2nd, 3rd, etc.> lien on the collateral.

5.    [if applicable] The Note and Security Agreement were transferred as follows:

on <date> to <transferee>.  The transfer is evidenced [on Exhibits A and B] OR [by the document attached to this Motion on Exhibit C].

on <date>, to <2nd transferee>.  The transfer is evidenced [on Exhibits A and B] OR [by the document attached to this Motion on Exhibit C].

6.    The value of the Collateral is $_____.    This valuation is based on _____.

7.    As of the date of this Motion, there is currently due and owing on the Note the outstanding balance of <amount> , plus interest accruing at the rate of <____%> per annum [$_____ per day] from <date>.

8.    Other parties known to have an interest in the Collateral are: _____.

9.    Movant is entitled to relief from the automatic stay under §§ 362(d)(1) and/or 362(d)(2) for these reason(s):

[Debtor has no equity in the Collateral and the Collateral is not needed by the Debtor for its reorganization.  Movant believes that the collateral has a value of <amount>.  Including the Movant's lien, there are liens in an aggregate amount of <amount> on the Collateral.]

[Debtor has failed to provide adequate protection for the lien held by the Movant for the reasons set forth below.]

[Debtor has failed to keep the Collateral insured as required by the Security Agreement.]

_____

[1] [For an auto:  The lien created by the Security Agreement was duly perfected by notation of such lien on Certificate of Title of the vehicle comprising the Collateral.]

[Debtor has failed to maintain and keep current the real estate taxes owed on the real property subject to the Security Agreement.]

[Debtor has failed to make periodic payments to Movant since the commencement of this bankruptcy case, which unpaid payments are in the aggregate amount of <amount> through <date>.]

10. Movant has completed the worksheet attached as Exhibit C.

11. This Motion conforms to the standard form adopted in this District except as follows:

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WHEREFORE, Movant prays for an Order from the Court granting Movant relief from the automatic stay of § 362 of the Bankruptcy Code to permit Movant to proceed under law and for such other and further relief to which the Movant may be entitled.

Respectfully submitted,

_____
<Attorney & Bar Number>
<Law Firm>
<Street Address>
<City, State and Zip Code>
<Phone Number>

Attorney for Movant

**CERTIFICATE OF SERVICE**

I certify that on <date>, copies of this Motion for Relief from the Automatic Stay were served by mailing the same by ordinary U.S. mail, postage prepaid, to the persons listed below:

<Attorney>